

A REGULAR MEETING OF THE FAUQUIER COUNTY BOARD OF
SUPERVISORS WAS HELD MAY 21, 2001 AT 1:00 P.M. IN
WARRENTON, VIRGINIA

P R E S E N T Mr. Raymond Graham, Chairman; Mr. Joe Winkelmann,
Vice Chairman; Mr. Harry Atherton; Mrs. Sharon
McCamy; Mr. Larry L. Weeks; Mr. G. Robert Lee, County
Administrator; Mr. Paul S. McCulla, County Attorney

AGENDA REVIEW

The Board of Supervisors reviewed the Agenda.

PROPOSED CAPITAL IMPROVEMENTS PROGRAM FOR FY 2002-2006

A work session was held to review information on the proposed Capital
Improvements Program for FY 2002-2006. The Board requested that a joint work
session be held on June 18, 2001 with the School Board.

**DISCUSSION OF REDISTRICTING WITH THE FAUQUIER COUNTY
ELECTORAL BOARD**

Phyllis Perkins, Registrar; Stanley Heflin, Secretary of the
Electoral Board; and James Lawrence, Vice Chairman of the Electoral
Board; discussed precinct redistricting options with the Board of
Supervisors.

**DISCUSSION ON POSSIBLE REVISIONS TO THE SUBDIVISION
POTENTIAL RESEARCH PROCESS, LETTER CONTENT, AND
POTENTIAL FEES**

A work session was held to discuss possible revisions to the
Community Development potential research process, letter content,
and potential fees. The Board requested that another work session be
held on June 18, 2001 to discuss software applications for this
process.

**PRESENTATION FROM AND DISCUSSION WITH THE CONSULTANTS
WORKING ON THE 150 MHz PUBLIC SAFETY RADIO SYSTEM**

A work session was held to discuss the 150 MHz public radio
system. Craig Pickering, Ron Hodge and Dick Allen from Booz Allen
and Hamilton presented an overview of the 150 MHz feasibility study
for Fauquier County.

CLOSED MEETING

Mr. Weeks moved to go into a closed meeting pursuant to Virginia Code
Sections 2.1-340.1 and 11-52 for discussion with legal counsel regarding

procurement issues. Mr. Atherton seconded and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

Upon reconvening from the closed meeting, Mr. Weeks moved to adopt the following certification. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Fauquier County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, Sections 2.1-340.1 and 11-52 of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia Law; now, therefore, be it

RESOLVED this 21st day of May 2001, That the Fauquier County Board of Supervisors certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Fauquier County Board of Supervisors.

VOTE:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

The meeting was reconvened in Regular Session at 6:30 p.m. in the Warren Green Meeting Room.

ADOPTION OF THE AGENDA

Mr. Winkelmann moved to adopt the agenda with the following changes:

- Remove from the Consent Agenda “A Preliminary Subdivision Application, Bealeton Station (Lee District)” to be considered after the Public Hearing “A Special Exception Amendment – Bealeton Landmarks, LLC, owner/applicant (Lee District)”;
- Add to the Regular Agenda “A Resolution to appropriate the Fiscal Year (FY) 2002 Capital Fund Budget Thirteen Million Two Hundred Forty-five Thousand Six Hundred Thirty-five Dollars (\$13,245,635)” to be considered after the Public Hearing “A Resolution to Amend the Fauquier County FY 2001 Budget in the Amount of Six Million Seventy-three Thousand Nine Hundred Forty-nine Dollars (\$6,073,949)”;
- Remove from the Consent Agenda “Preliminary Subdivision Application, Vint Hill (Cedar Run District)” and add to the Regular Agenda;
- Substitute “A Resolution to Amend the FY 2001 Budget by Six Hundred Eighty-seven Thousand Six Hundred Ninety-seven Dollars (\$687,697) (Elements 1 and 2)” and “A Resolution to Amend the Fauquier County FY 2001 Adopted Budget by One Million Three Hundred Eighty-five Thousand Dollars (\$1,385,000) (Element 4)” to be considered under the Public Hearing “A Resolution to Amend the Fauquier County FY 2001 Budget in the Amount of Six Million Seventy-three Thousand Nine Hundred Forty-nine Dollars (\$6,073,949)”.

Mrs. McCamy seconded and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

PROCLAMATIONS AND RECOGNITIONS

Mr. Weeks presented a proclamation to Sheriff Joe Higgs in honor of law enforcement officers in Fauquier County.

Mrs. McCamy, Mr. Winkelmann and Mr. Graham presented a proclamation of commendation to Coach Amy Acors and the Liberty High School Cheerleaders in honor of the State Champion Eagles Cheerleaders of Liberty High School.

Mrs. McCamy, Mr. Winkelmann and Mr. Graham presented a proclamation of commendation to Wes Hawkins, Coach Jim Raines and Coach

Tom Buzzo in recognition of Wes Hawkins of the Eagles Wrestling Team of Liberty High School.

Mr. Atherton presented a proclamation to Neal Sparks to declare June 23-24, 2001 as Amateur Radio Weekend.

Mr. Graham presented a proclamation to Executive Director Brian Duncan and Willis Risdon of the Rappahannock-Rapidan Community Services Board in recognition of the month of May 2001 as Older Americans' Month.

Mr. Graham presented a proclamation to Philip Myer, Director of the Office of Emergency Services, and emergency services representatives in recognition of Emergency Medical Services Week, May 20-26, 2001.

CITIZENS TIME

John Callow, Marshall District, spoke about traffic, transportation and growth concerns for Fauquier County roads that adjoin Prince William County and Loudoun County.

Jim Minihan, Marshall District, spoke against a proposed subdivision waiver request by Kathy and Krzysztof Szot. Approximately forty (40) citizens in the audience stood to demonstrate opposition to the Szot's request.

Ben Jones, representing Kathy and Krzysztof Szot, spoke in favor of the proposed subdivision ordinance.

Gary Sandridge, Lee District, representing Green Meadows Subdivision, spoke in favor of the proposed Comprehensive Plan Amendment by Habu Development, LLC.

CONSENT AGENDA

Mr. Winkelmann moved to adopt the following Consent Agenda items. Mrs. McCamy seconded and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

A Resolution to Authorize the Reclassification of the Position of Buyer to Senior Buyer

RESOLUTION

**A RESOLUTION TO AUTHORIZE THE RECLASSIFICATION OF THE
POSITION OF BUYER TO SENIOR BUYER**

WHEREAS, in recognition of the need for a career path within the Procurement Division, the Finance Department has established the job classification of Senior Buyer; and

WHEREAS, at this time, one Buyer has achieved the level of experience necessary to obtain the Senior Buyer classification; and

WHEREAS, the Board of Supervisors has approved and adopted a Position Classification and Pay Plan prepared by DMG MAXIMUS, Incorporated; and

WHEREAS, the position of Senior Buyer is classified as a grade 28 on the Fauquier County Position Classification and Pay Plan; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the position of Buyer within the Department of Finance, Division of Procurement, be reclassified to Senior Buyer, effective July 1, 2001.

A Resolution to Authorize the Establishment of the Position of Full-Time Permanent Office Associate II within the Office of Emergency Services

RESOLUTION

**A RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF THE
POSITION OF FULL-TIME PERMANENT OFFICE ASSOCIATE II WITHIN
THE OFFICE OF EMERGENCY SERVICES**

WHEREAS, since 1992 the Office of Emergency Services (OES) has utilized a part-time temporary clerical position to route handwritten FIRE and EMS reports to state agencies; and

WHEREAS, over the years, the position has acquired many other responsibilities and tasks which are technical to the emergency services system in Fauquier County; and

WHEREAS, the overall workload of the support staff of OES continues to grow, as it assists newly authorized County staff and the active volunteer fire/rescue squads and manages the new reporting requirements associated with the Records Management System; and

WHEREAS, the Board of Supervisors has approved and adopted a Position Classification and Pay Plan prepared by DMG MAXIMUS, Incorporated; and

WHEREAS, the position of Office Associate II is classified as a grade 20 on the Fauquier County Position Classification and Pay Plan; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the position of Office Associate II be established within the Office of Emergency Services, effective July 1, 2001.

A Resolution to Authorize the Re-Alignment of Salaries within the Department of Information Resources and Re-Align the Salary and Title of a Position within GIS

RESOLUTION

A RESOLUTION TO AUTHORIZE THE RE-ALIGNMENT OF SALARIES WITHIN THE DEPARTMENT OF INFORMATION RESOURCES AND RE- ALIGN THE SALARY AND TITLE OF A POSITION WITHIN GIS

WHEREAS, DMG Maximus performed a system-wide position classification review for the General Government of Fauquier County; and

WHEREAS, DMG was requested to perform a follow-up review for the Department of Information Resources (IR); and

WHEREAS, General Government Administration disagreed with the findings of the follow-up review; and

WHEREAS, the County Management Analyst performed a market comparison study of the IR positions of similar jurisdictions; and

WHEREAS, the results of the study performed by the County Management Analyst are as follows:

- Manager, Infrastructure Services – Salary increase of five percent (5%); impact of Two Thousand Six Hundred Fifty-two Dollars (\$2,652)
- Manager, Applications Services – Salary increase of five percent (5%); impact of Two Thousand Six Hundred Fifty-two Dollars (\$2,652)
- System Analyst – Salary increase of two and one-half percent (2.5%); impact of Eight Hundred Eight Dollars (\$808)
- System Analyst – Salary increase of two and one-half percent (2.5%); impact of Eight Hundred Eight Dollars (\$808)
- System Analyst – Salary increase to minimum of grade; impact of One Thousand One Hundred Fifteen Dollars (\$1,115)
- Manager, GIS – title change from Supervisor of GIS, Salary increase of seven and one-half percent (7.5%); impact of Three Thousand Seven Hundred Eighty-eight Dollars (\$3,788); now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the salary of the position of Manager, Infrastructure Services, be increased by five percent (5%), effective July 1, 2001; and, be it

RESOLVED FURTHER, That the salary of the position of Manager, Applications Services, be increased by five percent (5%), effective July 1, 2001; and, be it

RESOLVED FURTHER, That the salary of two (2) designated System Analyst positions be increased by two and one-half percent (2.5%) each, effective July 1, 2001; and, be it

RESOLVED FURTHER, That the salary of one designated System Analyst position be increased to the minimum of the grade range, effective July 1, 2001; and, be it

RESOLVED FURTHER, That the title of the position of Supervisor of GIS be changed to Manager, GIS, effective July 1, 2001; and, be it

RESOLVED FINALLY, That the salary of the position of Manager, GIS, be increased by seven and one-half percent (7.5%), effective July 1, 2001.

A Resolution to Change the Meeting Location for the Fauquier County Board of Supervisors' June 18, 2001 Regular Meeting and Public Hearings

RESOLUTION

A RESOLUTION TO CHANGE THE MEETING

LOCATION FOR THE FAUQUIER COUNTY BOARD OF

SUPERVISORS' JUNE 18, 2001 REGULAR MEETING

AND PUBLIC HEARINGS

BE IT RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the Board of Supervisors does hereby change the location for the June 18, 2001 regular meeting at 6:30 P.M. and public hearings at 7:00 P.M. to the Multi-Purpose Room at C. H. Ritchie Elementary School.

A Resolution to Authorize the Sheriff to Spend in Excess of One Thousand Dollars to Send a Sworn Member of the Sheriff's Office to the National Sheriff's Association Conference

RESOLUTION

A RESOLUTION TO AUTHORIZE THE SHERIFF TO SPEND IN EXCESS OF ONE THOUSAND DOLLARS TO SEND A SWORN MEMBER OF THE SHERIFF'S OFFICE TO THE NATIONAL SHERIFF'S ASSOCIATION CONFERENCE

WHEREAS, the Fauquier County Sheriff has requested that Sergeant Pattye Harper attend the National Sheriff's Association Conference in Florida in June 2001; and

WHEREAS, Sergeant Harper will be making a presentation with Sheriff Michael Brown, Bedford County, at the conference pertaining to Internet child abuse and sex crimes; and

WHEREAS, no other person from the Sheriff's Office will be attending the conference; and

WHEREAS, the expenses for this conference are estimated to be One Thousand Four Hundred Dollars (\$1,400); and

WHEREAS, in accordance with Personnel Policy, Section Number 16, the Board of Supervisors must approve, in advance, employee travel expense in excess of One Thousand Dollars (\$1,000); now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the Sheriff is hereby authorized to send one employee to the National Sheriff's Association Conference in June, 2001 with travel expenses not to exceed One Thousand Four Hundred Dollars (\$1,400).

A Resolution Requesting the Virginia Department of Transportation to Accept Lake Daniel Road Under the Rural Addition Program (Marshall District)

RESOLUTION

A RESOLUTION TO REQUEST THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ACCEPT A PORTION OF LAKE DANIEL ROAD INTO THE VIRGINIA SECONDARY ROAD SYSTEM

WHEREAS, the street described below was open to public use prior to July 1, 1985 and currently serves at least three families per mile; and

WHEREAS, the Virginia Department of Transportation has deemed Fauquier County's current subdivision control ordinance meets all necessary requirements to qualify this County to recommend additions to the Secondary System of State Highways pursuant to Section 33.1-72.1 of the Code of Virginia, 1950, as amended; and

WHEREAS, after examining the ownership of all property abutting the street, this Board finds that speculative interest does not exist; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the Board of Supervisors requests the following street be added to the Secondary System of State Highways pursuant to Section 33.1-72.1(D) of the Code of Virginia, 1950, as amended:

Lake Daniel Road

Length: 1715 feet (approximately .325 miles)

From: Crest Hill Road (Route 647)

to: End 1715 feet from Crest Hill Road

Guaranteed right-of-way width: 50 feet

Plat Recorded -- (Coosaw) Date: May 11, 2001 Deed Book 898 Page: 1188

and (Hickson) Date: May 11, 2001 Deed Book 898 Page 1190; and, be it

RESOLVED FURTHER, That this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage; and, be it

RESOLVED FURTHER, That this Board requests the Virginia Department of Transportation to improve said street to the prescribed minimum standards, funding improvements pursuant to Section 33.1-72.1(D) of the Code of Virginia, 1950, as amended; and, be it

RESOLVED FINALLY, That a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

A RESOLUTION TO ESTABLISH A DEBT REFERENDUM POLICY FOR FAUQUIER COUNTY

Mr. Winkelmann moved to table the decision to establish a debt referendum policy for Fauquier County until the June 18, 2001 meeting. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF THE WINSOR OPEN SPACE REDUCTION – GEORGE M. CHESTER, JR. (MARSHALL DISTRICT)

Mr. Atherton moved to deny the appeal of George M. Chester, Jr. and to adopt the following resolution. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO DENY THE APPEAL OF GEORGE M. CHESTER, JR. OF THE DECISION OF THE FAUQUIER COUNTY PLANNING COMMISSION IN GRANTING A REDUCTION IN THE NON-COMMON OPEN SPACE REQUIREMENTS PURSUANT TO FAUQUIER COUNTY ZONING ORDINANCE SECTION 2-406.5

WHEREAS, the Fauquier County Planning Commission did, on March 27, 2001, approve the Open Space Reduction Application (OSR 01-M-01) subject to the conditions set forth within the approval; and

WHEREAS, George M. Chester, Jr., has in accordance with Section 2-406.5 of the Fauquier County Zoning Ordinance, appealed the decision of the Planning Commission; and

WHEREAS, the Board of Supervisors of Fauquier County held a hearing on the appeal on May 7, 2001; and

WHEREAS, upon consideration of the verbal argument made at the May 7th hearing, the written record, and the ordinances and regulations of the County of Fauquier including, but not limited to, Fauquier County Zoning Ordinance 4-407 and Chapter 17 of the Code of Fauquier County, the Board of Supervisors does hereby find that the reduction in open space, as conditioned by the Planning Commission in its March 27th approval, does accomplish the purposes of Section 2-406.5 of the Fauquier County Zoning Ordinance and as such is reasonable and was not an abuse of discretion; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001 That the decision of the Planning Commission in Open Space Reduction Application (OSR 01-M-01) be, and is hereby, affirmed.

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR AND THE COUNTY ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE RODGERS FAMILY LIMITED PARTNERSHIP PROPERTY (CENTER DISTRICT)

Mr. Winkelmann moved to adopt the following resolution. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR AND THE COUNTY ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE RODGERS FAMILY LIMITED PARTNERSHIP PROPERTY BY PURCHASE, OR BY CONDEMNATION HEREAFTER CONSENTED TO BY THE LANDOWNERS, UPON THE TERMS AND CONDITIONS AS SET FORTH IN PART IN THIS RESOLUTION

WHEREAS, by previous resolution the Board of Supervisors has authorized the purchase of real property in the central portion of Fauquier County to provide for the sporting and recreation needs of its citizens; and

WHEREAS, the Board of Supervisors has requested that the Rodgers Family Limited Partnership, a Virginia Limited Partnership, sell to the County a 70.2491 acre portion of a 130.2822 acre parcel owned by it and more particularly identified as PIN # 6993-17-5280; and

WHEREAS, the Rodgers Family Limited Partnership has agreed to sell a 70.2491 acre portion of the parcel to the County for Five Hundred Twenty Thousand Dollars and No Cents (\$520,000.00), subject to certain covenants and restrictions hereinafter set forth and other terms of a purchase agreement hereafter consented to by the County and landowners; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the County Administrator and the County Attorney be, and are hereby, authorized to execute all documents necessary to acquire that certain 70.2491 acre tract of land being a portion of land owned by the Rodgers Family Limited Partnership and more particularly described as PIN # 6993-17-5280 as shown on that certain plat of survey entitled "Division Plat Property of Rodgers Family Limited Partnership" by David R. Wheeling by purchase, or by condemnation hereafter consented to by the landowners, for the sum of Five Hundred Twenty Thousand Dollars and no cents (\$520,000.00); and, be it

RESOLVED FURTHER, That the purchase or condemnation of the property shall be subject to the following covenants and restrictions which are hereby approved by the Board of Supervisors:

1. The County's occupancy and use of the property shall be solely as an outdoors sports complex or park for its citizens;

2. The property shall not be used in any manner as to constitute a nuisance, or endanger the lives, health and comfort of, or unreasonably disturb the peace and quiet of any owner or occupant of any adjoining or other property;
3. The County, upon transfer of fee simple title to the property to it or filing for record of the Condemnation Order of the Circuit Court of Fauquier County shall, at its sole cost and expense, be responsible for the ownership, operation, repairs, improvements, restoration and maintenance of the property;
4. The County shall be responsible for complying with, at its sole cost and expense, all erosion and storm water management requirements;
5. The County shall at all times provide fencing and buffering of the property from all adjoining property to comply with prevailing County regulations and to impede trespassing on any said adjoining property. During all events, the property shall be adequately policed and security maintained at all times at the County's expense to impede trespass and damage to any adjoining property;
6. No rights, rights of way, easements, privileges, limitations or restrictions with respect to any adjoining property or use thereof for any purpose whatsoever, including without limitation, parking, ingress/egress, development, or any other rights, rights-of-way, easements or uses whatsoever are conveyed to the County or relinquished by landowners as part of this transfer;
7. To the extent permitted by law and not satisfied by proceeds of the County's insurance policies, the County expressly agrees to indemnify and hold harmless the Rodgers Family Limited Partnership, and any successor to, or transferee or assignee of any of the Partnership's property, from any and all costs, damage or expense, including reasonable attorney's fees arising from or in connection with the use of the property or breach or any covenant, condition, restriction or agreement hereunder;
8. The County shall keep the property, improvements and uses thereof at all times in compliance with applicable local, state and federal laws and regulations, including without limitation, all zoning and hazardous materials laws and regulations;
9. The County shall preserve the trees contained in the "Tree Preservation Area" shown on that certain plat; and
10. Anything to the contrary notwithstanding, the County shall have the right, by lease, operating agreement or otherwise, to fulfill its obligations under these covenants and restrictions through a third party chosen by the County to construct, operate and maintain the sports fields and park to be located upon the property, provided, however, the County shall remain obligated under these covenants and restrictions in the event of a default by any such third party;

and, be it

RESOLVED FINALLY, That the County Administrator is authorized to expend such funds from fund #4-302-94720-8220 as are necessary to acquire, on

the terms and conditions set forth above, the property for a sum not to exceed Five Hundred Twenty Thousand Dollars and no cents (\$520,000.00) plus any normal and proper land acquisition costs (including costs of title report and survey), customary adjustments (including land use taxes, if applicable) and settlement expenses.

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO CONTRACT FOR RADIO COMMUNICATIONS CONSULTING SERVICES FOR A 150 MHZ PUBLIC SAFETY RADIO SYSTEM

Mr. Graham moved to table the decision to authorize the County Administrator to contract for radio communications consulting services for a 150 MHz public safety radio system until the June 18, 2001 meeting. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

A RESOLUTION TO APPROVE A WAIVER OF THE SUBDIVISION ORDINANCE FOR KATHY AND KRZYSZTOF SZOT (MARSHALL DISTRICT)

Mr. Atherton moved to adopt the following resolution to deny a waiver of the subdivision ordinance requirements for Kathy and Krzysztof Szot. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO DENY A WAIVER OF THE SUBDIVISION ORDINANCE REQUIREMENTS FOR KATHY AND KRZYSZTOF SZOT

WHEREAS, the applicants, Kathy and Krzysztof Szot, have filed an application to waive the requirement of Section 3-2(A)(6) of the Subdivision Ordinance; and

WHEREAS, such a waiver would allow an administrative subdivision lot to be of a distance greater than one thousand (1,000) feet from a state road; and

WHEREAS, the request of Kathy and Krzysztof Szot was considered by the Fauquier County Planning Commission at its meeting on April 26, 2001, and the Commission has forwarded a recommendation to the Board of Supervisors; and

WHEREAS, the Board of Supervisors has considered the Planning Commission's recommendation and the oral and written evidence submitted by and on behalf of the applicants and has further considered the comments received as part of this public meeting; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the waiver to Section 3-2(A)(6) of the Subdivision Ordinance for an administrative division to be greater than one thousand (1,000) feet from a state road is denied, based upon the following:

1. There is no unreasonable restriction placed on the use of the property by not granting the waiver of the street length requirement.
2. The precedent set in granting this particular waiver creates the potential for future lot owners along this private road to seek similar waivers, thereby creating a negative impact on the properties through which the private road passes due to the road's length and the number of lots that it serves.

A REZONING AMENDMENT TO PROFFER CONDITION TWO OF THE APPROVED HABU DEVELOPMENT, LLC COMPREHENSIVE PLAN AMENDMENT AND REZONING TO ENABLE FORTY-EIGHT (48) LOTS TO BE RECORDED IN THE YEAR 2001 (LEE DISTRICT)

A public hearing was held at the May 7, 2001 meeting to consider a rezoning amendment to proffer condition two of the approved Habu Development, LLC Comprehensive Plan Amendment to enable forty-eight (48) lots to be recorded in the year 2001. Mr. Weeks moved to deny the ordinance

amendment. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

PRELIMINARY SUBDIVISION APPLICATION, VINT HILL (CEDAR RUN DISTRICT)

Mr. Graham moved to table the decision concerning the preliminary subdivision application, Vint Hill, until the June 18, 2001 meeting. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

APPOINTMENTS

Mr. Graham appointed Jeffrey Parker to the Fauquier County Community Criminal Justice Board, replacing William Shore Robertson.

SUPERVISORS TIME

- Mrs. McCamy commended Peter Mitchell, Agricultural Development Officer, and the Agricultural Advisory Committee, for their efforts in organizing the Piedmont Small Farm Festival at Archwood Green Barns.
- Mrs. McCamy stated that there will be a bridge opening ceremony at Kelly's Ford on June 8, 2001. She has received concurrence from the other Board members to pursue forming a Kelly's Ford Historic Resource Task Force with principals from both Culpeper County and Fauquier County.

ANNOUNCEMENTS

Mr. Lee announced that the next regular meeting of the Board of Supervisors, scheduled for June 18, 2001, will be held at C. H. Ritchie Elementary School.

CONSIDER A FAUQUIER COUNTY CODE AMENDMENT TO CHAPTER 6 ENTITLED, "FRANCHISING AND REGULATING CABLE TELEVISION SYSTEMS"

A public hearing was held to consider adopting an amendment to Chapter 6 of the Fauquier County Code, "Franchising and Regulating Cable Television Systems." Joe Price, with Adelphia Communications, spoke against adopting the amendment. The public hearing was closed. Mr. Weeks moved to table the decision on adopting the code amendment until the June 18, 2001 meeting. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

CONSIDER AN AMENDMENT TO A LEASE WITH MIDLAND DEVELOPMENT CORPORATION – WARRENTON-FAUQUIER AIRPORT

A public hearing was held to consider an amendment to a lease with Midland Development Corporation – Warrenton-Fauquier Airport. No one spoke. The public hearing was closed. Mrs. McCamy moved to approve the amendment to the lease. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

LEASE

THIS LEASE made and entered into this _____ day of _____, 2001, by and between **THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, a body corporate and a body politic, hereinafter called "County", and **Midland Development Corporation**, a Virginia corporation, hereinafter called "Lessee".

WITNESSETH:

1. DEMISE: County leases to Lessee and Lessee leases from County the premises (hereinafter sometimes called the "leased premises") located in Fauquier County, Virginia, shown on the attached plat which is made a part hereof and described as follows: Pad Site 2 as shown on the Airport Layout Plan and Terminal Layout plan prepared by Campbell & Paris Engineers showing approximately 75 x 525 feet t-hangar development area established at the Warrenton Fauquier Airport, which plat is attached to and made a part hereof as ***Exhibit A***, together with a non-exclusive right-of-way for ingress and egress over the 50' strip to the leased premises shown on said plat. Notwithstanding the foregoing, the County shall have, in its sole discretion, the right to amend this contract to permit the Lessee to develop up to two (2) additional t-hangar pad sites upon the same terms and conditions as are contained within this Lease. The additional pad sites are shown on Exhibit A.

a. Use of Property. Lessee agrees that the leased premises shall be used only for the purposes of storing light civilian aircraft in hangars and no other uses are, or shall be, contemplated except by written amendment to this Lease agreement.

b. Recording of this Lease. A Memorandum of Lease containing the necessary provisions of this Lease is being executed by the parties hereto simultaneously with the execution of this Lease and may, at County's expense, be recorded among the land records of Fauquier County, Virginia.

2. TERM. Lessee shall have and hold the leased premises for a term of thirty (30) years from the commencement date of this Lease, as defined in Section 2.a. below, unless terminated earlier pursuant to the provisions of this Lease. Upon the expiration of this Lease, or upon such earlier termination, absolute fee simple ownership of the leased premises and any improvements thereon, together with all fixtures, equipment and machinery (other than removable trade fixtures) attached to the premises or any improvements thereon, shall revert, without cost or charge, to County, free and clear of the leasehold interest of Lessee, and of any and all liens upon such leasehold interest.

a. Commencement Date. The commencement date of this Lease shall be ten days after: the following actions have occurred: 1) the Board of Supervisors passes any and all required ordinance amendments necessary to permit the construction of the hangar at the location specified in this lease; and 2) after the site preparation is complete. Should County not deliver possession of the leased premises to Lessee free and clear of all leases and rights of tenants in possession, the commencement date shall be the date on which County thereafter delivers possession of the leased premises to Lessee free and clear of any such leases and rights. Lessee acknowledges and agrees that the Board of Supervisors

decision to amend its ordinances is a legislative decision and nothing within this lease shall obligate the Board of Supervisors to amend any ordinance. Should the Board in its legislative process determine not to amend its ordinances to permit the location of the hangar at the site specified herein the parties hereto shall make good faith efforts to agree upon another mutually agreeable site and if such site shall not be identified this lease shall be null and void and all parties hereto released from any and all obligations herein.

b. Certificate of Commencement Date. In order to avoid any subsequent controversy as to the commencement date of this Lease, County and Lessee agree to execute a certificate within thirty days after the commencement date, which certificate shall set forth the dates of the commencement and expiration of this Lease. Such certificate, upon execution by County and Lessee, shall be attached hereto and may be recorded among the land records of Fauquier County, Virginia.

3. RENT. Lessee agrees to pay to County, as ground rent and without prior notice or demand, a fixed sum of \$1,200 per month for the leased premises for a term of 60 months. Such rent shall be paid in monthly installments, in advance, on the first day of each calendar month. If the first month of this Lease be a fraction of a month, then rental for that fractional month shall be apportioned.

Beginning on the 60th month after the commencement date of this Lease, and every 60th month thereafter, the rent due on the leased premises shall be adjusted based on the cumulative change in the Consumer Price Index-All Urban Consumers for the proceeding 60 month period.

4. COMMON AREA MAINTENANCE FEE. The common area shall be maintained by the County. The cost of common area maintenance fee for snow removal, pavement and storm water system maintenance is included in the ground rent.

5. ERECT HANGARS. Lessee shall design and construct one (1) modern t-hangar type building utilizing state-of-the-art technology on the leased premises. It will be similar to the first T-Hanager building in overall size, unit arrangements, and type (Erect-A-Tube) The hangar building shall have concrete floors, and all construction shall be consistent with industry construction standards. Developer shall be solely responsible for the costs of, and for providing, the design and building permit approvals and construction of the building, foundations, pavement tie-ins and power/telephone connections and all site work within a 5' perimeter of the outside building dimension. The developer will also be responsible for any costs associated with providing utilities, such as power, to the building site.

The County will provide a rough graded pad approximately 75 x 525 feet suitable for the hangar building and overall development of the other areas of the site involving paving and drainage in accordance with a "Site Plan" to be developed by the County and reviewed by the Lessee. Public water and sewer utilities are not available to the

site. If desired by the Offeror or required by state or local codes, well and sewer shall be provided by the Offeror at their own expense.

Hangar design, construction plans, and construction materials shall be subject to approval of the County, which approval shall not be reasonably withheld. Lessee shall commence construction of the hangar and after site preparation is complete within 150 days from approval of the construction plans and shall complete said hangar within 270 days of the approval of the construction plans. Lessee shall submit hangar design construction plans to the County for approval within 60 days of the execution of the contract. Formal County comments shall be provided within 30 days of submittal. Lessee shall obtain all necessary approvals of the construction plans from all appropriate County, State and Federal agencies. Lessee's failure to obtain approval by any agency to build the hangars as specified and provided by the County in the attached plat (**Exhibit A**) and the airport master plan (**Exhibit B**), shall be reasonable cause to renegotiate the cost, schedule, specifications, terms and conditions of this lease to comply with their comments and build the hangars. Upon failure to reach agreement during negotiation, the parties may declare the lease void and receive a return of any sums paid hereunder.

6. PROCUREMENT OF PERMITS. Lessee shall not commence or continue the construction of the improvements on the leased premises unless Lessee shall, at all times, have procured and paid for all necessary permits, licenses and authorizations of governmental authorities having jurisdiction over the leased premises.

7. MECHANIC'S/MATERIALMEN'S LIENS. Lessee hereby covenants and agrees to keep the leased premises free and clear of all mechanic's/materialmen's liens attaching upon any improvements. In the event any mechanic's/materialmen's liens are recorded against the leased premises among the land records of Fauquier County, Virginia, the Lessee agrees to either pay or fully discharge the same or bond the same with a cash or corporate surety within thirty (30) days after receipt of a written demand by the County.

8. GENERAL COVENANTS OF COUNTY AND LESSEE.

a. County's Covenant of Quiet Enjoyment. County agrees that Lessee, upon paying all rents as provided herein and performing all the covenants, agreements and conditions of this Lease, shall lawfully and quietly hold, occupy and enjoy the leased premises during the term of this Lease without hindrance or molestation by County or any person or persons claiming by, through or under County. In the event that Lessee shall be ousted from possession of the leased premises by reason of any defect in the title of County to the leased premises, Lessee shall not be required to pay any rent or perform its other covenants under this Lease while it is so deprived of possession of the leased premises.

b. Lessee to Keep Separate Accounts. Lessee shall maintain books and accounts of its operations of, or transactions relating to, the leased premises separate and distinct from any other real property or business enterprise owned or operated by Lessee.

c. Repairs and Maintenance. At all times during the term of this Lease, Lessee, without expense to County, shall maintain the hangars to be erected on the leased premises in a state of good and tenantable repair, and shall promptly make all repairs and reconstruction, including painting, cleaning and all other necessary acts, interior and exterior, structural and non-structural, ordinary and extraordinary, which are necessary to maintain or restore such hangars substantially in or to their condition at the time of the original construction of said hangars, ordinary wear and tear excepted. The term "repairs" shall include replacements or renewals or reconstruction, when necessary, and all such repairs shall be subsequently equal in quality to the original work. County shall maintain all taxiways, ramps and taxilanes in the leased premises which are paved and for which the Department of Aviation provides reimbursements, as long as the same are built to acceptable standards as imposed by the Virginia Department of Aviation, local requirements or both.

d. Compliance with Laws and Regulations. Lessee shall comply with, and shall maintain the leased premises and any improvements thereon in compliance with, all laws, regulations and requirements of all governmental authorities which are applicable to the leased premises or the improvements thereon or to the use thereof, and shall maintain the property and the improvements thereon in compliance with the requirements of the companies issuing insurance required herein.

e. County's Inspection and Curing of Lessee's Failure to Perform Obligations. Lessee agrees to permit County to enter the premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the premises and performing any work therein that in County's opinion may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the issuer or issuers of fire insurance with respect to the premises or that County may deem necessary to prevent waste or deterioration in connection with the premises. County shall not make any such repairs or do any such work without first giving notice thereof to Lessee. Nothing herein shall imply any duty upon the part of County to make any such repairs or do any such work, and County's making such repairs or doing such work shall not constitute a waiver of Lessee's failure in regard thereto. County may, during the progress of any such repairs or work on the leased premises, keep and store upon the leased premises all necessary materials, tools and equipment. County shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of, or to, Lessee because of making repairs or performing any work on the leased premises or on account of bringing materials, supplies or equipment through the leased premises during the course of such work. County agrees, however, to cause as little inconvenience, annoyance, disturbance, loss of business of, or other damage to Lessee or its subtenants as may be practicable in the circumstances in connection with doing any such work.

f. Utilities. At all times during the term of this Lease, Lessee shall pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service and any other utilities (if any) furnished for use in connection with the improvements on the leased premises. Lessee agrees to indemnify County and save it harmless from and against any liability or liens on such account. County agrees to grant such reasonable easements as may be required by any utility company in connection with the

installation and maintenance of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to the hangars on the leased premises.

g. Sublease: Sale of Long-Term Use Rights. The Lessee is free to sublet individual hangars and grant use of the taxiways, taxilanes and ramps on the leased premises under any terms and conditions without the prior approval, whether written or oral, of the County; provided, however, that the sublease shall be subject to all of the terms and provisions of this Lease and rights of County hereunder, but may, at the election of the County, be continued in force after the expiration of this Lease. The Lessee shall have the right to sell long term use rights to the units for the purposes cited above. In no event shall a sale be made of rights to possession extending beyond the expiration date of this lease period. Any person or entity purchasing these long term rights to any unit or units shall be subject to the terms and provisions of this Lease and rights of County hereunder.

9. INDEMNIFICATION AND INSURANCE. Lessee will indemnify and save County harmless from any and all loss, cost and expense resulting from claims for bodily injury, wrongful death and property damage arising out of, or in any way connected, with Lessee's use and occupancy of the leased premises, or resulting from any act or omission of Lessee with respect to the leased premises, unless any such injury, death or damage results from the negligence of County or County's agents, employees, servants or contractors. Throughout the term of this lease, Lessee shall meet or exceed the following requirements:

Prior to the time Lessee is entitled to commence any part of the project, work or services under this lease, Lessee shall procure, pay for and maintain, at its sole expense, at least the minimum insurance coverages and limits as provided for in this provision. Said insurance shall be evidenced by delivery to the Risk Manager of Fauquier County of certificates of insurance executed by a financially stable insurance carrier acceptable to Fauquier County and licensed by or permitted to write insurance by the Virginia Bureau of Insurance, listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Fauquier County, and listing all carriers issuing or re-issuing said policies. The insurance requirements shall remain in effect throughout the term covered by this lease. It is expressly understood that the insurance coverage provided by Lessee is for the area leased by the County to Lessee and that the County's insurance will cover the remaining general and public use portions of the airport. The coverages and limits required are as follows:

- Workers Compensation -- Statutory requirements and benefits
- Employer's Liability -- \$100,000
- Commercial General Liability -- \$1,000,000 combined single limit. The County of Fauquier is to be named as an additional insured on a primary basis with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability,

Owner's and Contractor's Protective Liability and Personal Injury Liability. The Lessee agrees that it will, at all times after the completion of the work, be responsible for, indemnify, defend and hold harmless the County, its officers, agents, and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or non-performance of the Contract.

- Hangar Keepers Liability -- Sufficient to cover the value of the planes stored in the facilities.
- Automobile Liability -- \$500,000 combined single limit.

Any material change in coverages or limits, a notice thereof shall be sent to Fauquier County at its address of record by the insurer. Lessee shall give a 45 day notice of cancellation, non-renewal or change in the insurance coverages, and/or restrictions.

County shall be named as an additional insured on a primary basis on all policies, which policies shall carry a requirement that County be notified of any amendment or cancellation of the policy at least forty-five (45) days prior to the effective date of said amendment or cancellation.

(a) Effective Date. Each such insurance policy shall be written to become effective at the time County or Lessee becomes subject to the risk or hazard covered thereby and shall be continued in full force and effect for such period as County or Lessee is subject to such risk or hazard.

(b) Non-Cancellation Clause. All insurance policies or agreements shall provide (to the extent that such provision is obtainable) that they cannot be canceled or terminated until at least fifteen (15) days prior notice has been given to County to the effect that such insurance policies are to be canceled or terminated at a particular time

(c) Lessee's Compliance with Insurance Rules. Lessee shall observe and comply with the requirements and rules instituted by the insurance carriers from time-to-time with respect to the said policies of insurance.

(d) Right of County to Obtain Insurance. In the event Lessee at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease, County, at its option, upon giving written notice to Lessee, may procure or renew such insurance and all amounts of money paid therefor by County shall be treated as additional rent payable by Lessee to County on the first day of the calendar month after County gives written notice to Lessee as to the date, purposes and amounts of any such payments made by County.

(e) **Additional Insured; Certificates of Insurance.** All insurance policies required under this Lease shall name the County as an additional insured, in addition to the holders of obligations secured by deeds of trusts. County shall automatically receive, without requesting, certificates of insurance evidencing such inclusion within ten (10) days after commencement of the Lease, and thereafter at any time a new or amended policy is issued.

10. DEFAULT. In the event that Lessee shall, for any reason whatsoever, fail to pay rent on the date pursuant to the terms of this Lease, and such failure to pay rent shall not be cured or remedied within thirty (30) days after County gives Lessee written notice of such failure, then such failure shall, until cured or remedied, constitute a default under this Lease.

(a) **Rights and Remedies.** In addition to any other rights or remedies which County may have at law or in equity, upon the occurrence of each default, then so long as such default continues, County may exercise any one or more of the following rights:

1. County shall have the right to terminate this Lease by giving at least thirty (30) days written notice to Lessee specifying the effective date of such termination, provided that Lessee's default or defaults shall not have been cured prior to the effective date of such termination set forth in said notice.

2. County shall, to the full extent permitted by law, have the right to maintain any and all actions at law, suits in equity, or other appropriate proceedings to enforce the curing or remedying of such default.

(b) **Non-Performance Due to Conditions Beyond Control of Parties.** In the event that performance of any of Lessee's or County's respective obligations under this Lease other than Lessee's obligations with respect to the payment of rent, is prevented, interrupted or delayed by causes beyond its control (other than its financial condition), including, but not limited to, strike, riot, storm, flood, act of God, or of the public enemy, act of the government, fire, epidemic, quarantine restrictions, freight embargo, unusually severe weather, or delay of a contractor or subcontractor due to such causes, and not caused by any act or failure to act by the party thereby delayed in such performance, the date for the performance of such obligation shall become extended for a period of time equal to the number of days the performance of such obligation is so prevented, interrupted or delayed. In such case, neither County or Lessee shall be liable for any cost, loss, damage, injury or liability caused, suffered or incurred by either party or by any other legal entity as the result of any such delay in performance of such obligation.

(c) **Obligations, Rights and Remedies Cumulative.** The respective obligations of County and Lessee pursuant to this lease shall be cumulative, and the reference to any such obligations shall not be construed as a limitation on any other obligations. The respective rights and remedies of County and Lessee, whether provided by this lease or by law, shall be cumulative. The exercise by

either party of any one or more of such rights or remedies shall not preclude the exercise of any other right or remedy at the same or at different times for the same default or for the same failure with respect to any of the obligations under this lease, or of any of its remedies for any other default or failure by the other party.

(d) Waiver Shall Not be Implied by Non-Action. In the event that either party to this lease shall not take any action with respect to any failure of the other party to observe or perform any of the terms or provisions of this lease required to be observed or performed by such other party, such nonaction shall not be construed as a waiver of such failure of default with respect to the term or provision of this lease not being observed or performed. It is understood and agreed that any delay by either party to this lease in exercising or asserting any of its rights or remedies hereunder or in instituting any actions or proceedings to assert or enforce any such rights or remedies shall not operate as a waiver of any such rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11. ASSIGNMENT. The Lessee shall not have the right to sell, assign or transfer its entire leasehold interest in the leased premises represented by this lease only upon prior written approval of the County and any applicable state or federal agencies. The Lessee agrees that, if being a closely held corporation, any change of ownership of any stock in the corporation, issuance of new stock or purchase by the Corporation of any outstanding stock be given the County in written form within thirty (30) days of such ownership change. This shall apply to any type of stock outstanding. Stockholders and their percentage shares of interest as of the beginning date of this lease are as follows:

_____ Ron Gatewood _____	_____ 100 _____ %
_____	_____ %
_____	_____ %
_____	_____ %

The Lessee shall only have the right to transfer its entire interest to a responsible person, form, or corporation upon the prior approval of the County.

a. Recording of Assignment. If allowed by the County hereunder, no such sale, assignment or transfer shall be made unless the purchaser, assignee or transferee expressly assumes, by written instrument, recorded among the land records of Fauquier County, Virginia, all of the

obligations of Lessee under this lease. The Lessee so selling, assigning or transferring shall thereupon become fully released from all such obligations under this lease which become due or mature subsequent to the date of such recording.

Prior to any such approval of any such sale, assignment or transfer, Lessee shall furnish to County a copy of the proposed aforesaid written instrument, and shall reasonably satisfy County that, by such written instrument, such purchaser, assignee or transferee will effectively assume all of the obligations of Lessee under this lease.

12. ESTOPPEL CERTIFICATES. County and Lessee each agree, upon not less than ten days (10) written request by the other party hereto, to execute, acknowledge and deliver to such other party at any time or times so long as this lease shall remain in effect, and provided there is no existing failure of such other party to perform any of its obligations under this lease, a statement, in writing, certifying in substance as follows:

- a. That this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, stating the modifications).
- b. That there is no existing failure of the other party to perform its obligations under this lease.
- c. The dates to which all rents and other charges, if any, have been paid in advance.

13. DEED OF TRUST ON LEASEHOLD INTEREST. Nothing contained in this lease shall be construed as authorizing Lessee to encumber County's fee or reversionary rights with respect to the demised premises or any improvements thereon in any manner whatsoever. County's fee and reversionary interests with respect to the demised premises and any improvements thereon shall not be subordinated or otherwise made subject to any deed of trust, mortgage, or other lien or encumbrance granted, suffered or permitted by Lessee with respect to the demised premises.

a. Deed of Trust to Finance Improvements. Lessee shall have the right to encumber, assign or convey its leasehold right, title and interest in and to the demised premises by way of deed of trust to secure repayment of funds borrowed by it to finance any development, construction, equipment, repair, reconstruction or restoration of any improvements on the demised premises by Lessee pursuant to this lease, or to refinance any outstanding loan or loans previously obtained by Lessee for any such purpose. The holder of any obligation secured by such deed of trust shall not become personally liable upon or under any of the provisions of this lease unless such holder becomes the Lessee hereunder.

b. Lessee to Furnish Names and Addresses of Deeds of Trust

Lessee shall furnish County, promptly after Lessee executes any such deed of trust, with a copy of such deed of trust and with the names and addresses of all persons having interests thereunder. Upon

learning of the transfer of all or any part of the obligation secured by such deed of trust or mortgage to any new holder, Lessee shall promptly furnish County with the name and address of such new holder.

c. Lessee to Notify County of Other Encumbrances. Lessee shall also notify County promptly of any other lien or encumbrance which has been created on or attached to Lessee's leasehold interest in the demised premises, whether by act of Lessee or otherwise.

d. Holder's Right to Assign its Interest. Notwithstanding any other provision of this lease to the contrary, the holder of any obligation secured by a deed of trust authorized by this lease, shall have the right, without any approval or consent by County, to sell, convey, assign or otherwise transfer or dispose of any or all of its right, title and interest in and to such obligation, including any and all claims arising thereunder or arising out of the deed of trust transaction.

e. Conditions of Sale Under any Deed of Trust. Any sale of all or any part of Lessee's interest in the demised premises, pursuant to the deed of trust thereof, the grant of which was authorized by this lease, may be made without regard to County's first refusal rights. However, the purchaser at any such sale shall obtain no rights with respect to the leasehold interest under this lease unless and until such purchaser has expressly assumed all of the obligations of Lessee under this lease by written instrument recorded among the land records of Fauquier County, Virginia, in accordance with paragraph 8a.

f. Copy of Notice of Breach of Covenant or Default. Whenever County, pursuant to this lease, shall give any notice or demand to Lessee with respect to any failure of Lessee to perform its obligations under this lease, County shall at the same time furnish a copy of such written notice or demand to the holder of any obligation secured by any deed of trust of the leasehold estate hereunder by Lessee at the most recent address, if any, which has been furnished to County.

g. Right of Holder of Obligation Secured by Deed of Trust of Leasehold Estate to Cure Lessee's Failure to Perform. The holder of any obligation secured by a deed of trust granted by Lessee pursuant to this lease, may, at its option (without waiving or releasing Lessee from any of its obligations under this lease), do any act or thing necessary to cure or remedy Lessee's failure to perform any of its obligations under this lease. Any act or thing done by such holder shall be as effective to cure or remedy such failure as if done by Lessee, but no more effective than if done by Lessee.

h. Right of County to Cure Lessee's Default Under Deed of Trust.

The rights of any holder of any obligation secured by a deed of trust by Lessee pursuant to this lease shall be conditioned upon such holder's giving County written notice of any default of lessee with respect to such obligation and giving County a reasonable opportunity to cure such default. Any money expended by County to cure such default shall be treated as additional rent payable by Lessee

to County upon the first day of the calendar month succeeding written notice thereof to Lessee.

14. CONDEMNATION.

a. Total Condemnation. If, during the term of this lease, as a result of the exercise of the power of eminent domain (hereinafter referred to as the "proceedings"), either the entire demised premises or a portion thereof shall be taken, with resulting damages to any building thereon, and the portion of such building remaining on the portion of the premises not so taken cannot practicably be rehabilitated, then, in either such event, this lease and all right, title and interest of Lessee hereunder shall terminate on the date of vesting of title in such proceedings, and the total award in such proceedings shall be apportioned between the County and Lessee based upon the value of the land versus the improvements.

b. Partial Condemnation. If, during the term of this lease, a portion of the demised premises or any interest therein shall be taken in such proceedings with resulting damage to any hangar or access to said hangar thereon and the portion of such hangar or access to said hangar not so taken is of value in the sense that it can practicably be rehabilitated, then, in such event, this lease shall terminate as to the part so taken on the date of vesting of title in the proceedings. Lessee shall, without cost to County, promptly restore the portion of such hangar and/or access to said hangar not so taken to a complete operating unit which shall comply, as nearly as shall be practicable, with the original structures. The total award of such proceeding shall be payable as follows:

1. The Lessee shall first be paid an amount sufficient for the cost of restoration of the portion of the hangars and/or access to the hangars remaining on the portion of the demised premises not taken.
2. The remainder of the said award shall be apportioned between the County and Lessee based upon the value of the land versus the improvements.

c. Apportionment of Rent. In the event of a partial taking of the demised premises, the rent due under this lease shall be adjusted as of the date of vesting of title in such proceedings, to reflect only those occupied hangars on the demises premises not so taken.

15. MISCELLANEOUS PROVISIONS.

a. No Partnership of County and Lessee. It is understood and agreed that County is neither a partner of Lessee nor a participant in a joint venture with Lessee in connection with the construction of hangars, taxiways, taxilanes, ramps and other improvements on the demised premises, and that the relationship created by this lease is that of County and Lessee and no other.

b. Mechanic's Liens Shall Not Reach County's Interest. Nothing in this lease shall be construed as giving Lessee any right, power or authority to

contract, as agent for County, with anyone in regard to any matter, and more specifically, for the erection or improvements of, addition to, or repair of any hangar, taxiway, taxilane or ramp on the demised premises or the furnishing of any work, labor, materials, services, or the installation or removal of any machinery or equipment in connection therewith, or to do anything which would give rise to a mechanic's lien against County's fee interest in such land and any improvement thereon. NOTICE IS HEREBY GIVEN THAT COUNTY SHALL NOT BE LIABLE FOR ANY WORK, LABOR, MATERIALS, SERVICES, OR FOR THE INSTALLATION OR REMOVAL OF ANY MACHINERY OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT, AND THAT NO MECHANICS' OR OTHER LIEN THEREFOR SHALL ATTACH TO OR AFFECT COUNTY'S FEE INTEREST IN THE DEMISED PREMISES OR ITS REVERSIONARY INTEREST IN SUCH LAND AND ANY IMPROVEMENTS THEREON.

c. Covenants to Run With the Land. Except as otherwise provided herein, the word "County" as used in this lease, shall mean whatever person or persons, firm or corporation is the owner of the fee interest in the demised premises and the reversionary interest in such land and any improvements thereon at the time in question. The word "Lessee" as used in this lease, shall mean whatever person or persons, firm or corporation is the owner of the leasehold interest demised hereunder at the time in question. Except as otherwise provided herein, all the provisions of this lease shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto, and shall be construed as covenants running with the land.

d. Singular and Plural. Any word contained in the text of this lease shall be read as the singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

e. Amendments. This lease may be amended by a written document, duly executed and acknowledged by County and Lessee, and any successor of either having any interest in the demised premises at the time of such amendment, evidencing their agreement to such amendment, provided that, if the leasehold interest of Lessee is encumbered by a deed of trust authorized pursuant to this lease, such amendment shall be null and void and of no effect unless made with the prior written consent of such holders of any obligations secured by such deed of trust as have notified County of their names and addresses.

f. Governing Law. This lease has been executed and delivered by County and Lessee hereto in the State of Virginia, and County and Lessee agree that its interpretation and enforcement shall be governed by the laws of the State of Virginia.

g. Titles. The titles of the several paragraphs as set forth in this lease are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this lease.

h. Execution of Counterparts. This lease has been executed for the convenience of the parties in three counterparts, which are in all respects similar. Each is deemed complete in itself, and any one may be introduced in

evidence or used for any other purpose without the production of the other counterparts thereof.

i. Notices. Any notice required by this lease to be given to anyone shall be deemed to have been properly given when mailed, postage prepaid, by certified mail, return receipt requested, at the following addresses:

County: _____

Lessee: _____

j. Invalidity of Provisions. If any provision of this lease or its application to any person or in any circumstances shall be invalid or unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this lease, shall not be affected by such invalidity or unenforceability.

k. Unlawful Conduct. The Lessee shall not make or suffer any use or occupancy of the demised premises contrary to any law or ordinance now or hereafter in force.

IN WITNESS WHEREOF, the foregoing lease was executed by the County and Lessee in their corporate names on the date, month and year first above written:

BOARD OF SUPERVISORS OF

FAUQUIER COUNTY

by: _____

LESSEE:

by: _____

President

by: _____

Corporate Secretary

CORPORATE CERTIFICATE

The undersigned corporate officer hereby certifies that _____, is an active Virginia corporation, legally capable of entering into the foregoing lease, and that the above officers of the corporation are the duly elected and serving President and Secretary, respectively, of the corporation on the date of the signing of the lease, and that vote was taken on the issue of entering into the lease on the _____ day of _____ 1996, and it was approved in its executed form as signed by the officers above.

Corporate Secretary

Authorized by Board of Supervisor action after properly advertised public hearing held _____, with vote taken on _____.

THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA

by: _____

Board Chairman

by: _____

County Administrator

CONSIDER RESOLUTIONS TO AMEND THE FAUQUIER COUNTY FY 2001 BUDGET IN THE AMOUNT OF SIX MILLION SEVENTY-THREE THOUSAND NINE HUNDRED FORTY-NINE DOLLARS (\$6,073,949)

A public hearing was held to consider three resolutions to amend the Fauquier County FY 2001 Budget in the amount of Six Million Seventy-three Thousand Nine Hundred Forty-nine Dollars (\$6,073,949). Bob Sisk, Marshall District, requested that the Board table the projects related to the Warren Green renovations, raised questions as to how the money became available for this project, and questioned the public hearing advertising. Kitty Smith, Marshall District, spoke in agreement with the monies designated for school expansion.

The public hearing was closed. Mr. Winkelmann moved to adopt the following resolution. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO AMEND THE FY 2001 BUDGET

IN THE AMOUNT OF SIX HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$687,697)

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2001 Budget on March 20, 2000; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, an additional One Hundred Eighty-one Thousand Seven Hundred Fifty Dollars (\$181,750) is needed in FY 2001 to support the Reassessment Program and funding is available from unappropriated FY 2001 revenue; and

WHEREAS, the School Division has identified an additional Five Hundred Five Thousand Nine Hundred Forty-seven Dollars (\$505,947) in State, Federal, Trust Fund and other local revenue to support School Division operational needs; and

WHEREAS, the Finance Committee has reviewed these requests and recommended approval; and

WHEREAS, the public hearing required by the Code of Virginia for amendments to the adopted budget exceeding the lesser of Five Hundred Thousand Dollars (\$500,000) or one percent (1%) of the total budget has been held; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That Six Hundred Eighty-seven Thousand Six Hundred Ninety-seven Dollars (\$687,697) in State, Federal, Trust, and unappropriated FY 2001 revenue for Reassessment and School Operations be budgeted and appropriated and is hereby approved.

FROM			TO		
Source	Code	Amount	Department	Code	Amount
Local Funds	3-100-111001-0001	\$181,750	Reassessment	4-100-012320-1701	\$29,500
				4-100-012320-2100	\$2,250
				4-100-012320-3170	\$150,000
Federal Funds	3-205-332000-0090	\$2,752	School Division	4-205-061100-6026-300-005-490	\$2,085
				4-205-061100-5540-200-005-490	\$310
				4-205-061100-5509-200-005-490	\$357
Local Funds	3-205-189903-0001	\$1,000	School Division CIP	4-302-094605-8215	\$1,000
State Funds	3-205-242000-0003	\$16,111	School Division	4-205-061100-6013-300-009-000	\$16,111
Federal Funds	3-205-332000-0031	\$14,748	School Division	4-205-061100-1121-200-005-415	\$4,500
				4-205-061100-2100-200-005-415	\$345
				4-205-061100-5540-200-005-415	\$600
				4-205-061100-8200-200-005-415	\$9,303
State Funds	3-205-242000-0052	\$20,682	School Division	4-205-061100-8200-300-003-000	\$20,682
Local Funds	3-205-189903-0001	\$5,000	School Division	4-205-061110-1121-200-001-000	\$3,128
				4-205-063200-1371-	\$1,872

				900-000-000	
Federal Funds	3-205-332000-0019	\$414,355	School Division	4-205-061100-1121-300-005-450	\$287,826
					\$3,690
				4-205-061100-2100-300-005-450	\$55,000
				4-205-061100-3161-300-115-450	\$19,130
				4-205-061100-6013-300-005-450	\$48,709
				4-205-061100-8200-300-005-450	
Federal Funds	3-205-332000-0036	\$31,299	School Division	4-205-061100-1421-200-005-460	\$1,546
					\$620
				4-205-061100-5501-200-005-460	\$11,795
				4-205-061100-6013-200-005-460	\$17,284
				4-205-061100-8200-200-005-460	\$54
				4-205-061100-9999-200-005-460	
	TOTAL	\$687,697		TOTAL	\$687,697

Mr. Winkelmann then moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: *None*

Absent During Vote: *None*

Abstention: None

RESOLUTION

A RESOLUTION TO AMEND

THE FAUQUIER COUNTY FY 2001 ADOPTED BUDGET

IN THE AMOUNT OF ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$1,385,000)

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2001 Budget on March 20, 2000; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, the need to renovate the Warren Green building for One Million Five Hundred Thousand Dollars (\$1,500,000), of which One Hundred Fifteen Thousand Dollars (\$115,000) was appropriated, has been recommended to address housing public offices; and

WHEREAS, the funding to support this issue is available from FY 2001 unappropriated revenue; and

WHEREAS, the public hearing required by the Code of Virginia for amendments to the adopted budget exceeding the lesser of Five Hundred Thousand Dollars (\$500,000) or one percent (1%) of the total budget has been held; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That One Million Three Hundred Eighty-five Thousand Dollars (\$1,385,000) for renovation of the Warren Green Building be budgeted and appropriated from unappropriated FY 2001 revenue and is hereby approved.

FROM				TO	
Source	Code	Amount	Department	Code	Amount
Local funding	3-100-111001-0001	\$100,000	CIP	4-302-094402-8215	\$1,385,000
	3-100-111001-0004	\$50,000			
	3-100-111001-0001	\$500,000			

3-100-116001-0001	\$50,000		
3-100-116001-0002	\$30,000		
3-100-121000-0001	\$100,000		
3-100-127000-0002	\$50,000		
3-100-151000-0002	\$50,000		
3-100-151000-0001	\$455,000		
Total	\$1,385,000	Total	\$1,385,000

Mr. Winkelmann then moved to table the decision to amend the Fauquier County FY 2001 Adopted Budget in the amount of Four Million Dollars (\$4,000,000) until the June 18, 2001 meeting. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

A RESOLUTION TO APPROPRIATE THE FY 2002 CAPITAL FUND

Mr. Winkelmann moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO APPROPRIATE

THE FISCAL YEAR (FY) 2002 CAPITAL FUND BUDGET

IN THE AMOUNT OF THIRTEEN MILLION TWO HUNDRED FORTY-
FIVE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS
(\$13,245,635)

WHEREAS, it is the responsibility of the Fauquier County Board of Supervisors to approve and control the County's annual fiscal plan, and

WHEREAS, the Board of Supervisors adopted the FY 2002 County Budget on March 19, 2001; and

WHEREAS, the Board of Supervisors appropriated the FY 2002 Budget, less the Capital Fund on April 16, 2001; and

WHEREAS, the Board of Supervisors has reviewed the Capital Improvements Program element of the Capital Fund and it is the Board's intent to appropriate the entire Capital Fund in accordance with the projects and amounts identified in the FY 2002 Adopted Budget; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the following Capital Fund appropriations be, and are hereby, approved effective July 1, 2001, as set forth below; and, be it

RESOLVED FURTHER, That all financial activities related to this appropriation shall be in accordance with the policies and procedures established by the Board of Supervisors and administered by the County Administrator.

Capital Fund

New Middle School	\$6,412,000
Bealeton Branch Library	\$1,703,435
Taylor & Warrenton Renovation	\$300,000
Marshall Community Center (C.C.) Addition	\$385,000
Swimming Pool	\$800,000
Pearson Elementary - HVAC	\$450,000
Southeastern - Roof	\$113,000
Marshall Middle School - Roof	\$54,000
Coleman Elementary - Roof	\$279,000
Pearson Elementary - Water Treatment	\$75,000
New Court House - HVAC	\$85,000

Marshall Community Center Roof	\$114,000
Vint Hill Village Green - Roof	\$61,200
Technology - School Administration	\$25,000
Technology - School Instruction	\$662,000
County - Personal Computer Replacement	\$100,000
P&R Computer System	\$125,000
Comprehensive Maintenance - Schools	\$570,000
Comprehensive Maintenance - County	\$260,000
Comprehensive Maintenance - P&R	\$114,000
Marshall C.C. Brick Re-pointing	\$158,000
School Buses	\$300,000
Sheriff's Vehicles	\$100,000
Total	\$13,245,635

**SPECIAL EXCEPTION AMENDMENT – BEALETON LANDMARKS, LLC,
OWNER/ APPLICANT (LEE DISTRICT)**

A public hearing was held to consider a request for special exception approval for Bealeton Landmark, LLC, under Section 3-301, Residential Uses, of the Zoning Ordinance to allow a revision to the approved special exception plat to replace twenty-four (24) patio homes with twenty-four (24) two-bedroom apartments. The property is located on the east side of Route 17 (Marsh Road) south of Station Drive, containing 42.62 acres, PIN #6899-344286-000, #6899-33-4760-000, #6899-33-6881-000, #6899-33-9142-000, #6899-32-8789-000, #6899-43-2092-000, #6899-43-7426-000, #6899-54-6556-000, and #6899-44-4581-000, in the Lee Magisterial District. No one spoke. The public hearing was closed. Mrs. McCamy moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO APPROVE SPECIAL EXCEPTION AMENDMENT
#SEA01-L-01

BEALETON LANDMARKS LLC

WHEREAS, Bealeton Landmarks LLC, owner/applicant, has applied for a special exception amendment under Section 3-301, Residential Uses, of the Zoning Ordinance to allow a revision to the approved special exception plat to replace twenty-four (24) patio homes with twenty-four (24) two-bedroom apartments; and

WHEREAS, the special exception application has been properly filed and all required notices of the public hearing have been properly made, and the applicant has presented evidence, both oral and documentary, and the staff has a filed staff report, all indicating compliance with the general standards for the special exception as set forth in Article 5 of the Zoning Ordinance and the Board finds that the more restrictive standards of Sections 5-103 of said Zoning Ordinance are met in this application; and

WHEREAS, on March 27, 2001, the Fauquier County Planning Commission held a public hearing on the special exception request of Bealeton Landmarks LLC, owner/applicant; and

WHEREAS, at its meeting on April 26, 2001, the Fauquier County Planning Commission approved a motion recommending denial of the requested special exception; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the Board of Supervisors does hereby approve the special exception amendment request of Bealeton Landmarks LLC, owner/applicant, to allow a revision to the approved special exception plat replacing twenty-four (24) patio homes with twenty-four (24) two-bedroom apartments, subject to the following conditions:

- A. The regional stormwater management facility shall be redesigned to accommodate any increase in impervious area resulting from the additional apartment units.
- B. In the final design of the regional stormwater facility, that applicant shall not negatively impact the proposed Willow Drive South right-of-way to Route 17.
- C. The regional stormwater facility shall be constructed in conjunction with or prior to the Garden Apartment complex. At the time of final site plan approval, the applicant shall provide a regional stormwater management facility suitable for the proposed Garden

Apartment development, the commercial lots along Station Drive and any other parcels shown to share the proposed facility.

- D. The additional twenty-four (24) apartment units shall contain a maximum of two bedrooms and not subject the sixty percent/forty percent (60%/40%) one and two bedroom ratio that applies to the One Hundred Eight (108) units previously approved.
- E. The Bealeton Station development shall be in substantial conformance with the special exception plat entitled "Special Exception Amendment #2 Bealeton Station" prepared by Carson & Harris, dated January 9, 2001 and received in the Community Development Office on January 11, 2001.
 - 1. Phasing to be shown on the preliminary plat.
 - 2. Apartment units to be one and two bedroom units only to be divided forty percent (40%) one-bedroom and sixty percent (60%) two-bedroom as agreed to by the applicant.
 - 3. Major collector street to be designed and constructed from Route 17 to adjoining tax parcel 108/96 with sidewalk along one side of street.
 - 4. Major collector intersection at Route 17 to align with crossover/entrance to Cedar Lee Jr. High.
 - 5. Minimum of ninety (90) foot right-of-way for major collector.
 - 6. Low intensity street lighting along major collector/pedestrian accessway with lighting plan approved with final plat sections.
 - 7. Deciduous street trees planted every one hundred feet along major collector and at least one per lot per road frontage on local streets. Trees to be at least six (6) feet in height.
 - 8. Curb and gutter on interior cul-de-sacs. No sidewalk required due to the development and layout of pedestrian walkways in open space.
 - 9. Curb, gutter and sidewalk along frontage road to park, apartments and commercial development.
 - 10. Pedestrian access under Route 17 overpass to Route 656.
 - 11. Open space generally as shown on special exception.
 - 12. Common open space to be dedicated with the first phase. Active recreation areas to be phased with the development.

13. Common open space to include active recreation areas for ballfield and four tot lots. Area shown as park to be built as part or dedicated as open space.
14. The required fifty percent (50%) open space for single family attached and thirty percent (30%) open space for garden apartments to be located in those areas as much as possible. Other open space designated on the special exception may be used with adequate pedestrian access.
15. Homeowners association with covenants for open space, sidewalks, landscaping and lighting upkeep.
16. Site plan for open space, active recreation areas, pedestrian walkways and street lighting required.
17. Landscaping/buffering between Route 17 and apartments. Landscaping plan, including street trees required.
18. On conventional one-fourth (1/4) acre lots, house to be offset along front setback and various housing styles to reduce homogeneity.
19. Sidewalks along major internal cul-de-sacs.
20. Underground utilities.
21. Depot relocation and renovation shall be subject to the following conditions:
 - a. Within ten (10) days of the date of approval of this special exception, the applicant will commission an architectural study to determine an appropriate site location for the depot on the parcel to be dedicated to the County. Included, as part of this study will be plans for the type of foundation, which will be required for the depot and any exterior renovations the applicant intends to make to the structure, including the type of foundation proposed. The completed study shall be submitted to the County.
 - b. The County shall have sixty (60) days following delivery of the above-referenced study and plans to determine whether, in the County's sole discretion, the:
 - Depot is environmentally and structurally sound for its intended purposes;
 - The intended location for the depot is acceptable, and that the
 - Proposed refurbishment/foundation is acceptable.

Access will be provided to the structure and the land to the County and its agents during the sixty (60) day study period.

- c. In the event the County determines, within the time period set forth in Condition 21.b that the structure is not suitable, then the County shall within thirty (30) days after the end of the study period notify the applicant in writing that it is refusing the facility and the applicant shall have no further obligation under this condition.
 - d. In the event the County determines that the proposed location is not suitable, the County shall within thirty (30) days of the conclusion of the referenced study period inform the applicant of the location, which it finds acceptable. Such location shall be mutually agreeable.
 - e. In the event that the County determines that the proposed renovations are not acceptable, the County may either reject the depot or accept the relocated depot and those portions of the renovations deemed acceptable.
 - f. Following designation by the County of an acceptable site for the depot on the library parcel, the applicant will relocate the depot to a structurally sound foundation at the selected site and diligently pursue renovation of the exterior of the building including reconstruction of the roof, repair/replacement of windows and doors, rehabilitation of wood siding, and removal of dormers. Applicant will complete exterior refurbishment within nine (9) months of relocation of the depot. Upon completion of exterior refurbishment, applicant will paint the depot in historically accurate gray and white colors.
 - g. For the purpose of these conditions, the term County shall mean the Board of Supervisors or its designated employee or agent.
22. The applicant shall prepare and submit to FEMA a floodplain study to determine precisely where the existing floodplain limits are located. If required, a post-development floodplain study should be completed to establish any revised changes new development has on the established FEMA floodplain limits. No construction within these areas can occur until the final plan floodplain study is completed and approved by FEMA.
23. Construct a pedestrian Route 17 underpass in the alignment of Willow Drive to Remington Road. This improvement needs to be constructed prior to issuance of building permits for Phase 4. (Note that the Virginia Department of Transportation confirms that Willow Drive South cannot feasibly be built under the Route 17 overpass.)

24. Dedicate, to the Fauquier County Board of Supervisors, the library site with the first subdivision plat following approval of this special exception amendment. The library site dedication will be made "site-ready" by the applicant/owner. The term "site-ready" means that the grading and stormwater management considerations on the two (2) acre dedicated site will be coordinated with the adjacent developed areas, but does not require installation of any site improvement.
25. The applicant will provide public water and sewer service to the two (2) acre dedicated site, but shall not be responsible for tap fees of any kind.
26. Applicant shall provide sidewalk and multi-use trails linking the subdivision to the library, pool and other recreational facilities identified on the special exception plat.
27. The applicant will provide a detailed phasing plan to the Fauquier County School Board so that they will be adequately planned for with the additional school children generated by this development within the Bealeton Service District, and provide an annual update by July 1 until project completion. The applicant will not build more than eighty (80) units in any calendar year excluding apartments, but any units not constructed in a calendar year may be carried forward to the next year.
28. The internal road network serving the proposed single-family dwellings may be modified with County approval as a result of technical consideration at the time of final plat approval.

**PRELIMINARY SUBDIVISION APPLICATION, BEALETON STATION
(LEE DISTRICT)**

Mrs. McCamy moved to approve the preliminary subdivision application for Bealeton Station. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

**SPECIAL EXCEPTION – DARK HORSE CAPITAL, INC,
OWNER/APPLICANT (MARSHALL DISTRICT)**

A public hearing was held to consider a request for special exception approval for Dark Horse Capital, Inc., Owner/applicant to waive the requirement for public streets in residential districts to allow for the administrative subdivision of Fauquier White Sulphur Springs,

Lot 8, containing 1.76 acres, PIN #6962-22-0761-000, into two lots of 40,592 square feet (Lot 8A) and 36,072 square feet (Lot 8B) located in the Marshall Magisterial District. No one spoke. The public hearing was closed. Mr. Atherton moved to table the decision until the June 18, 2001 meeting at the request of the owner/applicant. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

SPECIAL EXCEPTION AMENDMENT – DETTRA COMMUNICATIONS, INC., OWNER, AND NEXTEL COMMUNICATIONS, INC., APPLICANT (MARSHALL DISTRICT)

A public hearing was held to consider a request for special exception amendment approval for Dettra Communications Inc., owner, and Nextel Communications, Inc., applicant, to revise the approved conditions for an existing communications tower. As proposed, the amendment would allow co-location opportunities for wireless service providers, including Nextel. Cellular One is currently leasing space on the tower, and this amendment would bring its placement on the tower into conformance. The site is located on Lovers Lane, Route 744, further identified as PIN #6983-60-1777-000, consisting of two (2) acres in the Marshall Magisterial District. The following persons spoke in favor of the special exception: Merle Falon, representing Nextel; Carl Brendle, representing Nextel; Franz Pierre, representing Nextel; and Robin Gulick. The following persons spoke against approving the special exception due to interference and reception issues: Eloise Trainum, and Charles Orey. The public hearing was closed. Mr. Atherton moved to table the decision regarding the special exception amendment until the June 18, 2001 meeting and requested that the County Attorney investigate the interference matter. Mr. Winkelmann seconded, and the vote for the motion was as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

SPECIAL EXCEPTION TO WAIVE THE CENTRAL WATER SYSTEM
REQUIREMENT – KENNETH E. PELTZER AND ASSOCIATES, INC.,
OWNER/APPLICANT (CENTER DISTRICT)

A public hearing was held to consider a request for special exception approval for Kenneth E. Peltzer and Associates, Inc., owner/applicant, to waive the central water system requirement for residential subdivisions with seven or more lots. The applicant is proposing to divide an existing eight acre lot, which is currently the residue parcel for the Wince Subdivision . There are five existing residential lots in the subdivision, all served by private wells. The division of the sixth lot would create seven total lots and require the provision of a central water system. While the current zoning allows for a division of the eight acre parcel, this waiver is required to allow the two new lots to be served by private wells. The property is located at the intersection of Wince Lane (Route 1103) and Meetze Road (Route 643), PIN #6996-09-3520-000, in the Center Magisterial District. Linda Martin, representing Kenneth E. Peltzer and Associates, Inc., spoke in favor of the special exception. Kitty Smith requested that the decision be tabled until a hydrological test could be conducted. The public hearing was closed. Mr. Winkelmann moved to table the special exception until the June 18, 2001 meeting. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

SPECIAL EXCEPTION, COUNTY OF FAUQUIER (COUNTY AIRPORT)
CLASS C SPECTATOR AND NON-SPECTATOR FIELD EVENTS
(CEDAR RUN DISTRICT)

A public hearing was held to consider a request for a special exception approval for the County of Fauquier (County Airport) Class C spectator and non-spectator field events. The intended use in this application is aerobatics air competitions with approximately forty (40) aircraft in use and no more than two hundred (200) spectators in attendance. The event would be held over a weekend period and no

new construction is associated with the request. The property is located on Airport Drive (private street) on the west side of Midland Road (Route 610), PIN #7809-78-6301-000 consisting of 269.58 acres in the Cedar Run Magisterial District. No one spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO APPROVE SPECIAL EXCEPTION #SE01-CR-09

COUNTY OF FAUQUIER

CLASS C SPECTATOR AND NON-SPECTATOR FIELD EVENTS

WHEREAS, the County of Fauquier, owner, has applied for a special exception under Section 5-916 of the Zoning Ordinance to allow for Class C Spectator and Non-Spectator Field Events and a public hearing was duly advertised before the Fauquier County Planning Commission; and

WHEREAS, the special exception application has been properly filed and all required notices of the public hearing have been properly made; and

WHEREAS, the applicant has presented oral and documentary evidence, and the staff has filed a staff report indicating compliance with the general standards for the special exception as set forth in Article 5 of the Zoning Ordinance; and

WHEREAS, the Fauquier County Board of Supervisors finds that the additional standards for special exception approval for Class C Spectator and Non-Spectator Events in Section 5- 916 of the Zoning Ordinance are satisfied by this application; and

WHEREAS, on April 26, 2001, the Fauquier County Planning Commission held a public hearing on the special exception request of the County of Fauquier, owner; and

WHEREAS, at its meeting on April 26, 2001, the Fauquier County Planning Commission approved a motion recommending approval of the requested special exception subject to certain conditions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May 2001, That the Board of Supervisors does hereby approve the special exception request of the County of Fauquier, owner of the property further identified as PIN 7809-78-6301-000 consisting of 269.58 acres, to allow for Class C Spectator and Non-Spectator Events, subject to the following conditions:

1. The special exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This special exception is granted only for the purpose(s), structure(s) and/or uses indicated on the special exception plat approved with the application, as qualified by these development conditions.
3. This special exception is subject to the provisions of Article 12 of the Fauquier County Zoning Ordinance, Site Plans, as may be determined by the Fauquier County Department of Community Development. Any plan submitted pursuant to this special exception shall be in conformance with the special exception plat dated March 14, 2001, and these conditions.
4. This special exception shall be granted for a period of three years from the date of approval and must be renewed by the Board of Supervisors in accordance with the provisions of Section 5-013 of the Zoning Ordinance.
5. There shall be no more than three (3) spectator events held on the subject property within any calendar year period.
6. No spectator event shall occur before 9:00 a.m. and all events must conclude no later than 8:00 p.m. Sunday events shall not be scheduled prior to 12:30 p.m. so as not to interfere with local church services.
7. There shall be no more than two hundred (200) attendees on site at any one time, and no event shall last more than three (3) consecutive days.
8. No structure associated with the use shall be closer than one hundred (100) feet to any adjacent lot line.
9. All parking must be provided on site, and shall be no closer than one hundred (100) feet from any adjacent property.

10. The Airport Committee shall provide adequate security, emergency traffic control, sanitation and refreshment services. At least thirty (30) days prior to the event, the Airport Committee shall provide written proof to the Zoning Administrator that the following agencies have been consulted: Fauquier County Sheriff's Office, Virginia Department of Transportation, Fauquier County Emergency Services and the Fauquier County Health Department.
11. Any retail use associated with this use shall be either accessory to the use or conducted by and for the benefit of a non-profit, tax exempt organization. The applicant shall provide the name, address and contact person for each entity conducting retail sales at the event to the Zoning Administrator at least thirty (30) days prior to the event.
12. All grass areas used for parking shall be mowed and maintained as to minimize the risk of vehicle and field fires.

SPECIAL EXCEPTION FOR HORSE SHOWS – BRIAN P. AND TANYA L. WILSON, APPLICANTS (CEDAR RUN DISTRICT)

A public hearing was held to consider a request for a special exception approval for Brian P. and Tanya L. Wilson, applicants, to allow for up to one (1) horse show to be conducted per month using the existing facilities on the Pacific Heights Farm, located at the intersection of Bristersburg Road (Route 616) and Old Weaversville Road (Route 618), PIN #7921-22-0684-000, in Calverton and the Cedar Run Magisterial District. No one spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution. Mrs. McCamy seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Joe Winkelmann; Mr. Harry Atherton; Mrs. Sharon McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

RESOLUTION

A RESOLUTION TO APPROVE SPECIAL EXCEPTION #SE01-CR-07

BRIAN P. AND TANYA L. WILSON

HORSE SHOWS

WHEREAS, Brian P. Wilson and Tanya L. Wilson, owners, have applied for a special exception under Section 5-910 of the Zoning Ordinance to allow for horse shows and a public hearing was duly advertised before the Fauquier County Planning Commission; and

WHEREAS, the special exception application has been properly filed and all required notices of the public hearing have been properly made; and

WHEREAS, the applicant has presented oral and documentary evidence, and the staff has filed a staff report indicating compliance with the general standards for the special exception as set forth in Article 5 of the Zoning Ordinance; and

WHEREAS, the Fauquier County Board of Supervisors finds that the additional standards for special exception approval for a horse show in Section 5-910 of the Zoning Ordinance are satisfied by this application; and

WHEREAS, on April 26, 2001, the Fauquier County Planning Commission held a public hearing on the special exception request of Brian P. and Tanya L. Wilson, owners; and

WHEREAS, at its meeting on April 26, 2001, the Fauquier County Planning Commission approved a motion recommending approval of the requested special exception subject to certain conditions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of May, 2001, That the Board of Supervisors does hereby approve the special exception request of Brian P. and Tanya L. Wilson, owners of the parcel identified as PIN 7921-22-0684-000 and consisting of 33.09 acres, to allow for horse shows, subject to the following conditions:

1. The special exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This special exception is granted only for the purpose(s), structure(s) and/or uses indicated on the special exception plat approved with the application, as qualified by these development conditions.
3. This special exception is subject to the provisions of Article 12 of the Fauquier County Zoning Ordinance, Site Plans, as may be determined by the Fauquier County Department of Community Development. Any plan submitted pursuant to this special exception shall be in conformance with the special exception plat dated March 16, 2001, and these conditions.

4. This special exception shall be granted for a period of three years from the date of approval and must be renewed by the Board of Supervisors in accordance with the provisions of Section 5-013 of the Zoning Ordinance.
5. There shall be no more than one (1) spectator event held on the subject property within any thirty (30) day period.
6. No spectator event shall occur before 9:00 a.m. and all events must conclude no later than 6:00 p.m.
7. There shall be no more than eighty (80) attendees on site at any one time.
8. There shall be no outside lighting associated with this use.
9. All parking must be provided on site, and shall be no closer than one hundred (100) feet from any adjacent property.
10. No outdoor riding ring shall be closer than one hundred (100) feet from any lot line.
11. Any outdoor loud speakers shall be directed inward and internal to the subject property and not directed towards adjacent properties. There shall be no use of any outdoor loudspeakers prior to 9:00 a.m. nor after 6:00 p.m. The decibel level of sound from any outdoor amplification shall not exceed 60db at any property line.
12. The subject property and the surrounding area, within one hundred (100) feet, shall be policed by the owner/applicant for trash/litter removal after each spectator event.
13. All grass areas used for parking shall be mowed and maintained as to minimize the risk of vehicle and field fires.
14. Adequate security, emergency, traffic control and refreshment services shall be provided in accordance with applicable state and local regulations and requirements.
15. Restroom facilities shall be provided in accordance with Health Department regulations.

With no further business, the meeting was adjourned.

I hereby certify that this is a true and exact record of actions taken by the Fauquier County Board of Supervisors on May 21, 2001.

G. Robert Lee, Clerk